

**COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION
OF GENERAL CONTRACTOR CONTINUING SERVICES PRIMARY
AND ALTERNATE CONTRACTORS**

THIS COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF GENERAL CONTRACTOR CONTINUING SERVICES PRIMARY & ALTERNATE CONTRACTORS (“Piggyback Agreement”) is entered into by and between the CITY OF CRYSTAL RIVER, a Florida municipal corporation (“City”) and DALY & ZILCH (FLORIDA), INC., a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 59-3384496) (“Contractor”).

RECITALS:

WHEREAS, after a competitive procurement process Citrus County, Florida, entered into a Contract with Daly & Zilch (Florida) Inc., for the provision of General Contractor Continuing Services Primary & Alternate Contractors, Citrus County RFP 21-050 (the “Citrus County Agreement”); and

WHEREAS, Citrus County awarded contracts to one Primary Contractor and three Alternate Contractors, Daly & Zilch (Florida) Inc, serves as the Primary Contractor; and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Crystal River’s contracting and procurement policies and procedures, City has the legal authority to “piggyback” the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City and Daly & Zilch (Florida) Inc. desire to enter into a similar contract as the County to include the provision of General Contractor Continuing Services Primary & Alternate Contractors pursuant to essentially the same terms and conditions provided under the Citrus County Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

RECITALS: City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

DEFINITIONS: As used in this Piggyback Agreement, the following terms shall have the meanings specified below:

Piggyback Agreement: shall mean this Agreement for the General Contractor Continuing Services Primary & Alternate Contractors as it may from time to time be amended or modified pursuant to its terms and provisions.

Citrus County Agreement: – shall mean the Contract between Citrus County and Daly & Zilch (Florida) Inc., as amended, and its exhibits, attached hereto as **Exhibit A – Citrus County Agreement** and incorporated herein by reference.

INCORPORATION OF CITRUS COUNTY AGREEMENT: The Citrus County Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Citrus County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

AMENDED TERMS AND CONDITIONS: The following terms and conditions of the Citrus County Agreement are modified and replaced, in their entirety, as follows:

The terms "Citrus County," "County," or "Board of County Commissioners" shall be replaced and intended to refer to the "City of Crystal River."

TERM OF CONTRACT: This Agreement shall become effective and commence on the date of full execution by both parties and continue in effect through **JULY 13, 2023**. This Agreement may be renewed for up to TWO (2) additional ONE YEAR periods upon the written consent of both parties.

TAXES: City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621553C-2). The City's Employer Identification Number is 59-6000297. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

INVOICING: All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice, no more than once monthly, through the responsible City Project Manager at: **City of Crystal River DPW, Attn: Kevin L. Lemieux, 123 NW Hwy 19 Crystal River, Florida 34428**, E-Mail: klemieux@crystalriverfl.org. The City Project Manager shall review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

ADDITIONAL TERMS AND CONDITIONS. The following terms and conditions of the Citrus County Agreement are modified and replaced, in their entirety, as follows:

INDEPENDENT CONTRACTOR STATUS. Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

ACCESS TO FACILITIES. City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

PUBLIC RECORDS. Contractor shall comply with all applicable provisions of the Florida Public

Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF CRYSTAL RIVER, OFFICE OF THE CITY CLERK; 352-795-4216; E-mail: mfink@crystalriverfl.org City Hall, 123 NW Hwy 19, Crystal River, FL 34428.

AUDIT: Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

INDEMNITY: Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees, or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the negligence, recklessness, or intentional misconduct of Contractor, Contractor's officers, directors, agents, or employees, and Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees per Florida Statute § 725.06.

NO WAIVER OF SOVEREIGN IMMUNITY: Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

NOTICES: All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Daly & Zilch (Florida) Inc.
 Attention: Linda Daly
 305 S. Salisbury Terrace Ste. A Lecanto FL 34461
 Phone: 352-341-4860
 Email: dalyzilchconst@yahoo.com

If to Owner: City of Crystal River
 Ken Frink P.E., City Manager
 123 NW Hwy 19
 Crystal River, Florida 34428
 Phone: 352-795-4216 Facsimile: 352-795-6245 Email:
 kfrink@crystalriverfl.org

Copy to: Robert W. Batsel, Jr., Esquire
 Gilligan, Gooding, Batsel & Anderson, P.A. 1531 SE 36th Avenue
 Ocala, Florida 34471
 Phone: 352-867-7707 Fax: 352-867-0237
 Email: rbatsel@ocalalaw.com

LEGAL AUTHORITY: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument

ELECTRONIC SIGNATURE(S): Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on _____,
2021.

ATTEST:

CITY OF CRYSTAL RIVER

Mia Fink
City Clerk

Joe Meek
Mayor

Approved as to form and legality:

DALY & ZILCH (FLORIDA) INC.

Robert W. Batsel, Jr.
City Attorney


By: Linda Daly

Title: President



**Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING**

3600 W. Sovereign Path • Suite 266 • Lecanto, FL
34461 Telephone (352) 527-5457 • Facsimile (352)
527-5424

NOTICE OF AWARD

June 1, 2021

inda A. Daly, President Daly & Zilch (Florida), Inc.
05 S. Salisbury Terrace, Ste. A Lecanto, Florida 34461
hone: 352-341-4860

REF: RFP 21-050 General Contractor Continuing Services

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement on May 25, 2021.

Agreement enclosed for your files. Congratulations.

Sincerely,

Vicki Austin

Vicki Austin Purchasing Assistant
Department of Management and Budget

cc: Carl Hall, Facilities Management Director

PRIMARY & ALTERNATE CONSTRUCTION AGREEMENT

This Services Agreement is entered into by the parties this 25th day of May, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Daly & Zilch (Florida), Inc., (Contractor).

2.0 Designated Contact Person as to County:

Carlton Hall, Director
Division of Facilities Management
1300 S. Lecanto Hwy.
Lecanto, Florida 34461
Phone: 352-527-7600
Fax: 352-527-7603
Email: carlton.hall@citrusbocc.com

3.0 Designated Contact Person as to Contractor:

Linda A. Daly, President
Daly & Zilch (Florida), Inc.
305 S. Salisbury Terrace, Ste. A Lecanto,
Florida 34461
Phone: 352-341-4860
Fax: 888-873-4861
Email: dalvzilchconst@yahoo.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Proposal, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit A - Procedures and Standard for the Provision of Construction Services

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date of execution of the Agreement. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. The Services of Contractor shall be on an as-needed basis and assignment to Contractor shall be through a "Work Authorization", which shall be considered a "sub agreement" to the Agreement whereby County and Contractor mutually agree to scope, schedule and price for project that is assigned to Contractor. Work Authorizations will be issued to Contractor by a County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value in excess of \$35,000 will require the approval of County's Board of County Commissioners. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

9.1 Additional Services: Services that may be required after completion of the Agreement and the Work Authorization, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Agreement through an Amendment to the Agreement.

9.2 Changes in the Services: County may at any time, as the need arises, order changes within the Scope of Services of any Work Authorization, without invalidating the Agreement. If such changes result in an increase or decrease in Contractor's fees, or in the time required for Contractor to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Agreement and will require approval by County.

9.3 Correction of Work: Contractor shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization and Agreement without additional expense to County. If Contractor does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may terminate the Work Authorization and Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Contractor does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Contractor's performance is untimely, County may terminate the Work Authorization and Agreement. All final plans, documents, reports, studies and other data prepared by Contractor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs, and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Contractor agrees to provide project schedule progress reports for all Work Authorizations assigned to Contractor in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Contractor under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Contractor: Contractor shall supervise and direct the performance of Contractor's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Work Authorizations: Anytime County requires Contractor's Services for a project, County will develop a "conceptual" scope services for the project and share such with Contractor. Contractor will be required to (a) evaluate the conceptual scope and gather additional information if necessary (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Proposal for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Proposal shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Proposal. If Contractor's Proposal is deficient in scope or there is insufficient information concerning Contractor's cost estimate, Contractor will be required to provide County with additional information and/or modify the Proposal to the satisfaction of County. Upon County's acceptance of Contractor's Proposal (scope, schedule and fee), Contractor shall prepare a final Proposal which shall be identified as a "Work Authorization" for execution by County and Contractor. All Services to be performed by Contractor under a Work Authorization shall be to the satisfaction of County. Furthermore, this person shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Contractor's preparation of their Proposal as well as negotiate Contractor's scope, schedule and fee for Project. If, after discussions and negotiations between County and Contractor, County cannot accept Contractor's Proposal for a particular project, County shall have the right to rescind its request for Contractor's Services and seek the services of another Contractor. Under no circumstances shall County be liable to Contractor for any costs incurred by Contractor in preparing their Proposal regardless of whether County does or does not accept Contractor's Proposal.

9.7.1 Duration of Work Authorizations: Work Authorizations issued under the Agreement will remain in force until completed by Contractor or cancelled by County and time is of the essence of this Agreement and each of its provisions.

9.7.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Contractor mutually agree to the scope, schedule and price of a project that is assigned to Contractor. All notices between County and Contractor concerning Work Authorizations shall be between County and Contractor. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

9.8 Suspension of Contractor's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Contractor's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Contractor written notice outlining the particulars of the suspension. Upon receiving a notice of suspension Contractor and Sub Contractor shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Contractor, County shall either issue a written notice authorizing Contractor to resume the Services, or terminate the Work Authorization assignment. If County issues notice to Contractor to resume its Services, Contractor will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Contractor only for services satisfactorily completed or partially completed, up to the date of suspension. Suspension of Contractor's Services shall not entitle Contractor to any loss of anticipated profit under this provision.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be paid in accordance with the Work Authorization assignments or otherwise agreed upon between County and Contractor and made a part of this Agreement.

10.1 Contractor's Labor Fee Schedule: Compensation to be paid to Contractor for the provision of their Services for Work Authorization assignments shall be based on Contractor's labor fee schedule, and any adjustments to such. Contractor's labor fees shall include employee wages and benefits, as well as Contractor's overhead and profit.

10.2 Changes in Contract Price: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will

negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Contractor and County are not able to reach an Agreement as to the amount of compensation to be paid to Contractor for supplemental work desired by County, Contractor will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Contractor will have the right to file a claim with County for such additional amounts as Contractor deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Contractor from the obligation to timely perform the supplemental work.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act", or reject the payment request, within twenty (20) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de nova any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency request without a purchase order; however, such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Progress Payments: Contractor may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Contractor which is attributable to any services provided by any of Contractors' suppliers, sub-consultants or subcontractors Contractor shall remit payment for such from the progress payments to those sub consultants or Sub-Contractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Contractor of the sole responsibility for the care and protection of those Services, which have been completed, even if Contractor remains in possession and control of such Services, or as a waiver of the right of County to require Contractor to fulfill all of the terms of the Agreement.

11.7 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for three (3) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Contractor's general accounting records and the project records, together with supporting documents and records, of Contractor, their subconsultants and subcontractors, performing work on the project, and all other records of Contractor, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Contractor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Contractor on any other Agreement between Contractor and County. County may withhold payment on any invoice in the event that Contractor is in default under any provision of this Agreement or any other Agreement between Contractor and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment: Once the Services have been completed, delivered to and accepted by County, and provided there are no outstanding disputes, no outstanding security claims, claims or demands between County and Contractor, Contractor may submit a final payment request to County. Upon receipt of such, County shall pay the retainage withheld to Contractor.

11.11 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Liquidated Damages: If the Services covered under this Agreement are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified herein for completion. Sundays and legal holidays shall be excluded in determining days in default. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written

notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of subcontractor occasioned by any of the causes specified in (1) and (2) of this Section.

13.0 Warranties:

13.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

13.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year starting from completion of the project. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

13.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub Contractor's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

13.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

14.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

15.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

15.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

15.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.

15.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

15.4 Workers Compensation and Employer's Liability:

15.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee must be included.

15.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

15.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

15.5 Other Insurance Provisions:

15.5.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate

will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

15.5.2 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

15.5.3 All required insurance policies must be maintained until the contract work has been accepted by County.

15.5.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Named Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

15.5.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

15.5.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

15.5.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

15.5.8 It is Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

15.5.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

15.5.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with my COI. It is critical that the County is provided with an accurate email address. The **cost to register is \$19.95** per year and a credit debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

16.0 Indemnification: Contractor shall indemnify and hold harmless County, their officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of contractor and persons employed or utilized by Contractor, including any subcontractors, in the performance of the construction contract. Neither Contractor nor any of its agents **will** be liable under this section for damages

arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

17.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

18.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

19.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida. Licensing for any needed Microsoft products or other third-party solutions currently utilized will be provided by the Library.

20.0 Additional Terms and Conditions:

20.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

20.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

20.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

20.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

20.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any

company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-contractor during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

20.6 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor

20.7 County, State and Federal Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

20.8 Debarment Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

20.9 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor supplier, sub-contractor or consultant under a contract with any public entity, and may not transact business with public entity.

20.10 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have

proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

20.11 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

20.12 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

20.13 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

20.14 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement or Work Authorization shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement or Work Authorization. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

20.15 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

20.16 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-

contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances except that any preferential consideration of local in state subcontractors is NOT allowed.

20.17 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/em>, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors assigned by Contractor to perform work pursuant to this Contract.

Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

20.18 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

20.19 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

20.20 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

20.21 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement by County, if Contractor knowingly employs unauthorized aliens.

20.22 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor whether partially or fully completed at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon

County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

20.23 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

20.24 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

20.25 Local Preference/ Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

20.26 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

20.27 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

20.28 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

20.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

20.30 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20.31 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

20.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

20.33 Schedules, Reports and Records: Contractor shall submit to County cost schedules progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement when deemed appropriate by County. All schedules reports and records of Contractor, as they relate to the Agreement shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

20.34 Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

20.35 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality Contractor shall take appropriate measures as to its personnel agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

20.36 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

20.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

20.38 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer use and other similar taxes.

20.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

21.0 Payment and Performance Bonds:

21.1 Contractor will be required to provide County with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of Contractor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of a Work Authorization over \$100,000, Contractor will have ten (10) business days to provide the Payment and Performance Bonds to County. If the Payment and Performance Bonds are not delivered to County within the stipulated time frame, Contractor will be considered in default of this Agreement, and County will have the right to cancel the Work Authorization for the Project.

21.2 Contractor is responsible for recording the Payment and Performance Bonds in the official records of Citrus County. Contractor will deliver a certified copy of the Bonds as recorded by the Clerk of Court.

21.3 The Bonds will be in the form prescribed in Section 255.05, Florida Statutes. The rating of the surety company will be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Contractor, Surety Company and County. Furthermore the Bonds must indicate the Bid Number, a general description of the project and the address of the Project Site.

21.4 Should there be an increase in Contractor's total Price by more than ten percent (10%), Contractor will be required to amend the value of the Payment and Performance Bonds accordingly. Contractor is responsible for recording the amended Bonds in the public records of Citrus County. Contractor will deliver a certified copy of the amended Bonds, as recorded by the Clerk of Court.

22.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

[Signature]
Signature of Witness (1)

DALY & ZILCH, (FLORIDA), INC.

DARREN NICHTEL
Printed Name of Witness (1)

By: Linda A Daly
LINDA A. DALY, PRESIDENT

Jeanne Crowley
Signature of Witness (2)

Jeanne Crowley
Printed Name of Witness (2)

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 26th day of April, 2021, by Linda A Daly as President who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 26th day of April, 2021.

Official use only
APPROVED

MAY 25 2021

BOARD OF COUNTY COMMISSIONERS

Michelle Merrill
NOTARY PUBLIC Signature
Printed Name: Michelle Merrill
Commission No.: 66 296959
Expiration Date: 1/30/23



SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
[Signature]
for ANGELA VICK, CLERK



BY: [Signature]
SCOTT CARNAHAN, CHAIRMAN

DATE: 5/25/21

EXHIBIT•N
PROCEDURES AND STANDARDS
FOR THE
PROVISION OF CONSTRUCTION SERVICES

GENERAL

An award shall be made to one (1) Primary Contractor and up to four (4) Alternate Contractors. It is possible that an award could be made to a Respondent as both a Primary Contractor and an Alternate Contractor.

For projects with an estimated cost of less than \$35,000, the Primary Contractor shall be automatically assigned the project. If the Primary Contractor is not available to provide the services within the time allowed for an assigned project, the Alternate Contractors will be requested to submit quotations for the project and the Alternate Contractor that offers the lowest price will be assigned the project. If at any time the selected Alternate Contractor is unable to provide the services for an assigned project, the project will be assigned to the next Alternate Contractor.

For projects with an estimated cost greater than \$35,000 but less than \$200,000, the Primary and Alternate Contractors will be requested to submit quotations for the project. The Contractor that offers the lowest price will be assigned the project.

The following is a list of services that will be required of the Primary and the Alternate Contractors. This list includes, but is not limited to:

1. General Carpentry and Finish Work
2. Demolition
3. Cement Work (sidewalks, curbs, slabs, etc.)
4. Glass Door & Window Repair/ Replacement, & Applicable Hardware
5. Installing & Replacing Drywall, Plaster Repairs
6. Stair Installation
7. Installation, Replacement and Repairing of Ceilings, Walls & Doors
8. Installation of Flooring (vinyl, ceramic, and carpet)
9. Installation of Partitions
10. Installation of Suspended Grid Ceilings and Light Fixtures
11. Installation and Repair of Masonry Walls
12. Installation of Insulation
13. Installation and Repair of Ceramic & Quarry Tile
14. Interior and Exterior Painting
15. Fabrication and Installation of Millwork
16. Asphalt Repair of Parking Areas
17. Landscaping and Sodding
18. Installation and Repair to Irrigation Systems
19. Signage Projects Including Signs, Lighting and Applicable Landscaping.
20. Site Work Including Excavation, Fill Material and Grading.
21. HVAC System Installation
22. Building Remodels

PRIMARY CONTRACTOR • PROJECTS LESS THAN \$35,000

Primary Contractor must be prepared to perform small maintenance and repair projects, on short notice, as well as be prepared to respond rapidly to emergency projects such as water leaks, pipe breaks, electrical problems, traffic safety issues etc.

Primary Contractor shall be provided with a description of the project and scope of work. Primary Contractor shall visit the job site, evaluate the site conditions, and identify any additional tasks necessary to satisfactorily accomplish the overall project.

Primary Contractor shall prepare a written estimate of labor, materials, equipment and subcontracted services required to complete the project. Primary Contractor shall submit its estimate of costs to County within ten (10) business days, or sooner if instructed by County, from the date of receipt of a work request. This estimate shall provide specific information, including the following:

1. A listing of Primary Contractor's in-house workforce.
2. The hourly labor rates for Primary Contractor's in-house workforce.
3. The number of hours required by Primary Contractor's in-house workforce.
4. A description of the work to be performed by Primary Contractor's in-house workforce.
5. A list of materials and/or equipment to be utilized, including their description, manufacturer, and manufacturer's part number.
6. The cost for the materials and equipment, plus applicable mark-up (Markup to be all inclusive).
7. A list of subcontractors and a description of the work they will perform.
8. The cost of the subcontractors' services, plus applicable mark-up.
9. An estimate of the time to complete the project, including a start date.
10. The cost for all required testing, permits, applications and fees.
11. Total cost of the project.

County reserves the option to request a "lump sum" cost estimate on projects. County also reserves the option to provide the Primary Contractor with an "Open Purchase Order" to provide small maintenance and repair projects as well as emergency repairs so that Contractor(s) can respond immediately.

County shall evaluate Primary Contractor's cost estimate to determine that the scope of work has been clearly and accurately understood that the work has been properly estimated with supporting data presented, and that the material and equipment estimates are reasonable and properly documented. Primary Contractor, if required by County shall submit additional information or clarification.

County reserves the right to enter into "value engineering" negotiations with Primary Contractor whenever it deems that such negotiations will be in the best interest of County. These negotiations may increase or decrease the original scope of work. Upon completion of negotiations, Primary Contractor will prepare a new cost estimate.

Once an agreement has been reached between County and Primary Contractor concerning the cost and scope of work for the project, a Purchase Order will be issued to Primary Contractor. If applicable, County will record a Notice of Commencement in the public records of Citrus County, after which a Purchase Order will be issued to Primary Contractor authorizing them to commence with the project. A Notice of Commencement is not required for projects less than \$2,500 or on County owned property.

Once the cost estimate has been approved by County, no changes to the cost estimate shall be permitted unless 1) there are unforeseen circumstances that are encountered at the job site that could not be customarily expected by Primary Contractor which result in additional costs, 2) there are delays in the execution of the project that are beyond the control of Primary Contractor that result in additional costs, 3) there is a sudden, unexpected or unpredictable increase in the cost of materials or equipment specific to the project that are imposed upon Primary Contractor by its supplier(s), 4) Primary Contractor recommends changes in the scope of the project that result in a reduction in cost, or 5) County recommends a change in the scope of the project that results in an increase or reduction in cost. County will not be responsible for any increased costs to Primary Contractor that are the result of any changes in the scope of services that have not been pre-approved, in writing, by County.

County will only be responsible for actual costs incurred by Primary Contractor, plus applicable mark-up, unless County has approved a lump sum proposal. If the cost estimate is found to be overestimated and the actual cost of the services or materials and equipment are less than Primary Contractor's cost estimate, then County shall only pay Primary Contractor for the actual costs incurred by Primary Contractor, plus applicable mark-up.

County shall not be responsible for any costs incurred by Primary Contractor for construction equipment or vehicle downtime. Nor shall County be responsible for any costs incurred by Primary Contractor for construction equipment or vehicle maintenance such as tune-ups, tire replacement, repairs, or cleaning.

Upon completion of the project, Primary Contractor shall submit a payment request to County. The payment request shall itemize all costs incurred by Primary Contractor and shall be substantiated with time sheets of its in-house work force and receipts for all materials, equipment and subcontracted services. County may, at its discretion, approve "lump sum" stage, phase, or final payment request if such payment method and schedule is approved in advance of commencement of work. Payment of payment requests by County will be made after inspection of the completed services and satisfactory acceptance of such by County. Retainage held from periodic payment requests is not required on projects less than \$100,000.

Should Primary Contractor's cost estimate be greater than \$35,000 in value and through "value engineering" the cost estimate cannot be reduced below the \$35,000 threshold, then quotations will be obtained from the Alternate Contractors, as noted below.

The County at its sole discretion may elect to perform work valued at under \$35,000.00 with in-house staff.

PRIMARY OR ALTERNATE CONTRACTORS - PROJECTS GREATER THAN \$35,000 BUT LESS THAN \$200,000

Primary and Alternate Contractors shall be provided with a description of the project and scope of work. Each Primary and Alternate Contractor shall visit the job site, evaluate the site conditions, and identify any additional tasks necessary to satisfactorily accomplish the overall project.

Each Primary and Alternate Contractor shall prepare a written estimate of labor, materials, equipment and subcontracted services required to complete the project. Each Primary and Alternate Contractor shall submit their estimate of costs to County within fifteen (15) business days or sooner if instructed by County, from the date of receipt of a work request. This estimate shall provide specific information, including the following:

1. A listing of Contractor's in-house workforce.
2. The hourly labor rates for Contractor's in-house workforce.
3. The number of hours required by Contractor's in-house workforce.
4. A description of the work to be performed by Contractor's in-house workforce.
5. A list of materials and/or equipment to be utilized, including their description, manufacturer, and manufacturer's part number.
6. The cost for the materials and equipment, plus applicable mark-up (Markup to be all inclusive).
7. A list of subcontractors and a description of the work they will perform.
8. The cost of the subcontractors' services, plus applicable mark-up.
9. An estimate of the time to complete the project, including a start date and "Activity Schedule".
10. The cost for all required testing, permits, applications and fees.
11. Total cost of the project.

County reserves the option to request a "lump sum" cost estimate on projects.

County shall evaluate the Contractors' cost estimates to determine that the scope has been clearly and accurately understood and that the work has been properly estimated with supporting data presented, and that the material and equipment estimates are reasonable and properly documented. Additional information or clarification shall be submitted by each of the Contractors, if required by County.

Once it has been determined that all of the Contractors have a clear understanding of the scope of the project and they have submitted their final adjusted cost estimate, if applicable, the Contractor who offers the lowest "total cost for the project" will be assigned the project.

County reserves the right to enter into "value engineering" negotiations with the Contractors submitting the lowest cost estimate after they are selected whenever it deems that such negotiations will be in the best interest of County. These negotiations may increase or decrease the original scope of work. Upon completion of negotiations, a new cost estimate will be prepared for County by the Contractor.

Since the cost of the project exceeds \$35,000, in accordance with County's Administrative Regulations, a request will be made to Board of County Commissioners to approve a work authorization for the project and associated expenditures.

Once the work authorization is approved by the Board of County Commissioners, a Purchase Order and Notice to Proceed will be issued to the Primary or Alternate Contractor after County has recorded a Notice of Commencement in the public records of Citrus County, authorizing the Primary or Alternate Contractor to commence with the project.

Once the cost estimate has been approved by County, no changes to the cost estimate shall be permitted unless 1) there are unforeseen circumstances that are encountered at the job site that could not be customarily expected by Contractor which result in additional costs, 2) there are delays in the execution of the project that are beyond the control of Contractor that result in additional costs, 3) there is a sudden, unexpected or unpredictable increase in the cost of materials or equipment specific to the project that are imposed upon Contractor by its supplier(s), 4) Contractor recommends changes in the scope of the project that result in a reduction in cost, or 5) County recommends a change in the scope of the project that results in an increase or reduction in cost.

County will not be responsible for any increased costs to the Contractor that are the result of any changes in the scope of services that have not been pre-approved by County, that are a result of Contractor's negligence or incompetence, or self-caused delays. County will only be responsible for actual costs incurred by Contractor, plus applicable mark-up, unless County has approved a lump sum proposal. If the cost estimate is found to be overestimated and the actual cost of the services or materials and equipment are less than the Contractor's cost estimate, then County shall only pay for the actual costs incurred by Contractor, plus applicable mark-up.

County shall not be responsible for any costs incurred by the Contractor for construction equipment or vehicle downtime. Nor shall County be responsible for any costs incurred by the Contractor for construction equipment or vehicle maintenance such as tune-ups, tire replacement, repairs, or cleaning.

Upon completion of the project, or completion of phases or stages of the project (progress payments), the Contractor shall submit a payment request to County. The payment request shall itemize all costs incurred by the Contractor and shall be substantiated with time sheets of its in-house workforce and receipts for all materials, equipment and subcontracted services, unless a lump sum proposal was approved by County. County may, at its discretion, approve "lump sum" stage, phase, or final payment request if such payment method and schedule is approved in advance of commencement of work. Payment of payment requests by County will be made after inspection of the completed services and satisfactory acceptance of such by County. Retainage held from periodic payment requests is not required on projects less than \$200,000.

Final payment will require all applicable closing documents submitted to County prior to final payment. Should

the lowest cost estimate received from the Primary or Alternate Contractors be greater than \$200,000, the project shall not be assigned to any of the Contractors and will be competitively bid.

OTHER REQUIREMENTS APPLICABLE TO PRIMARY AND ALTERNATE CONTRACTORS

Contractor shall utilize their own employees, or subcontractors, to perform the services and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, including the coordination of the services.

Unless otherwise agreed to by County, Contractor shall be responsible for all labor, materials, equipment, tools, machinery, utilities, transportation, and anything else necessary for the proper execution and completion of the Services, whether temporary or permanent, and whether or not incorporated in the work.

All materials and equipment furnished by Contractor shall be new, unless otherwise specified by County, and all work will be of good quality, free from defects in materials and workmanship, and shall be in conformance with the specifications of the assigned project. All work not conforming to these requirements, including substitutions not properly approved and authorized by County, may be considered defective. If required by County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Contractor acknowledges that services cannot be performed until they have received an authorized Purchase Order and, if applicable, a Notice to Proceed for each project assigned to them.

Contractor is to obtain and pay for all required construction permits and approvals. The cost of the permits is to be incorporated in the cost estimate for the project.

Contractor is to post all construction permits associated with the project at the job site. Contractor is responsible for requesting timely inspections on all work. Payment requests submitted by Contractor to County shall not be processed until all work associated with the project has been inspected, approved and signed off by County.

If, during the course of work, Contractor encounters unforeseen conditions, which could not initially be evaluated, which impact the work and will result in additional costs, Contractor shall not proceed without written authorization of County.

Contractor shall have sufficient number of in-house workforce or subcontractors to perform the services, including adequate inventory of tools and construction equipment to perform work at the job site. Contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials and equipment.

If work is to be accomplished on weekends, or during Holidays, and/or other than normal business hours during the week, County shall provide Contractor, and its subcontractors, access to County's facilities where the services are being performed. All such work of this nature is to be coordinated and authorized by County.

Emergency Work Requests may be needed from time to time. The Primary Contractor shall be contacted first. Expectations are that Primary Contractor, within two (2) hours of the emergency notice, will meet with County personnel at the job site, review the scope of the emergency work, provide a cost estimate, proceed with work without delay and in general be responsive to the emergency request. If Primary Contractor is unable to respond to the emergency request, one of the Alternate Contractors may be contacted by County.

Precautions will be exercised at all times for the protection of the public, Contractor's employees, Contractor's subcontractor employees and property. Contractor, at Contractor's expense, will provide barricades when work is performed in areas traversed by persons or vehicles, or when deemed necessary by County. Contractor shall comply with all Occupational Safety and Health Act (OSHA) standards associated with the provision of their services.

Contractor shall conform to all Federal, State and Local regulations during the performance of the Services. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Agreement.

The Contractor shall comply with Florida Building Codes and OSHA Safety Standards.

All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by Contractor and Contractor shall be held responsible for any damage to property caused by reason of his operations on the property.

While working, Contractor's vehicles shall be legally parked so as not to interfere with normal traffic flow. No vehicles, equipment, or materials shall be stored on the project sites unless County gives prior approval.

Contractor shall confine his equipment, apparatus, the storage of materials, and the operation of their work force to the limits indicated by law, ordinances, permits, or direction of County, and shall not unreasonably encumber the use of the project site by County. Contractor shall take all measures necessary to protect his own materials.

The Contractor shall comply with the following noise abatement performance standards for all construction activities:

Working hours during the day are between 7:00 AM and 10:00 PM in accordance with Citrus County's Ordinance, Chapter 21; Section 21, Article II. Contractor shall familiarize itself with this ordinance, which can be accessed on the following website:

https://library.municode.com/fl/citrus_county/codes/code_of_ordinances/nodeId=PTIICICOF
LCO CH21NOVIAIPO

It will be Contractor's responsibility to ensure that residents who are located in and around the project sites are not disturbed. If complaints are received, Contractor will be responsible for addressing the complaints to the satisfaction of County.

Contractor shall maintain an adequate supply of materials, supplies, personnel, etc., required to perform the services to ensure work can be performed in a timely manner. Repeated and documented instances of 1) using substandard materials, supplies, or untrained personnel, 2) failure to have materials, supplies, or personnel readily available when performing work assignments, 3) continued failure to provide services in a timely manner, or 4) failure to adequately clean up and remove debris when work is completed, shall constitute adequate grounds for termination of Contractor's participation in this program and termination of the Agreement.

Contractor shall furnish County with every means to verify whether or not the materials and workmanship are in accordance with the requirements of the assigned work. Failure of County to reject or condemn defective materials or workmanship at any time shall not prevent County's right to reject or condemn such if discovered before or after County has accepted the work.

Upon completion of the work and before acceptance and final payment is made, Contractor shall, at its expense, clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore the project site to an acceptable condition, including both public and private property, which was damaged during the prosecution of the work, and shall leave the project site in a neat and orderly condition.

Contractor shall perform its construction activities so as not to cause damage to public or private property adjacent to the work site. Should any public or private property be damaged or destroyed, Contractor, at its expense, shall repair, restore or replace the damaged property to a condition that is acceptable to County and/or private property owners. Such repair, restoration, or replacement of destroyed or damaged property shall be completed within one month of the date the damage was discovered.

Prior to the commencement of the work, Contractor shall familiarize itself with the location of all existing utilities and facilities within the boundaries of the project sites. Contractor shall be responsible for contacting all utility companies to request underground locating of such utilities. If conflicts exist, both overhead and underground, Contractor shall be responsible for working with the utility companies to facilitate completion of the assigned project. If Contractor commences work on a project without first requesting underground locating services from the utility companies and Contractor causes damage to such underground utilities, Contractor shall be responsible for arranging the repair of such damaged utilities, at no expense to County.

Contractor shall be responsible for the subcontractors it utilizes and shall ensure that the subcontractors follow all of the requirements noted in this specification.

The County at its sole discretion may choose to competitively bid any project. Primary and Alternate Contractors are not prohibited from submitting competitive bids. Primary and Alternate Contractors have no recourse if a project under \$200,000.00 is competitively bid and the award goes to a Contractor who is not part of this Continuing Services Agreement.

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